

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA**

Fill in this information to identify your case:

Debtor 1	<u>Darrell S Smothers</u>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
Case Number (If known)	<u>18-10806</u>		

Check if this is an amended plan.

CHAPTER 13 PLAN AND MOTION

[Pursuant to Fed. R. Bankr. P. 3015.1, the Southern District of Georgia General Order 2017-3 adopts this form in lieu of the Official Form 113].

1. Notices. Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as not being contained in the plan or if neither or both boxes are checked, the provision will be ineffective if set out in the plan.

- (a) This plan: contains nonstandard provisions. See paragraph 15 below.
 does not contain nonstandard provisions.
- (b) This plan: values the claim(s) that secures collateral. See paragraph 4(f) below.
 does not value claim(s) that secures collateral.
- (c) This plan: seeks to avoid a lien or security interest. See paragraph 8 below.
 does not seek to avoid a lien or security interest.

2. Plan Payments.

- (a) The Debtor(s) shall pay to the Chapter 13 Trustee (the "Trustee") the sum of \$1140.00 for the applicable commitment period of:
 - 60 months; or
 - a minimum of 36 months. See 11 U.S.C. § 1325(b)(4). (If applicable include the following: These plan payments will change to \$_____ monthly on _____, 20_____.)
- (b) The payments under paragraph 2(a) shall be paid:
 - Pursuant to a Notice to Commence Wage Withholding, the Debtor(s) request(s) that the Trustee serve such Notice(s) upon the Debtor(s)' employer(s) as soon as practicable after the filing of this plan. Such Notice(s) shall direct the Debtor(s)' employer(s) to withhold and remit to the Trustee a dollar amount that corresponds to the following percentages of the monthly plan payment:
 - Debtor 1 _____ % Debtor 2 _____ %
 - Direct to the Trustee for the following reason(s):
 - The Debtor(s) receive(s) income solely from self-employment, Social Security, government assistance, or retirement.
 - The Debtor(s) assert(s) that wage withholding is not feasible for the following reason(s): _____
- (c) Additional Payments of \$_____ (estimated amount) will be made on _____ (anticipated date) from _____ (source, including income tax refunds).

3. Long-Term Debt Payments.

- (a) **Maintenance of Current Installment Payments.** The Debtor(s) will make monthly payments in the manner specified as follows on the following long-term debts pursuant to 11 U.S.C. § 1322(b)(5). These postpetition payments will be disbursed by either the Trustee or directly by the Debtor(s), as specified below. Postpetition payments are to be applied to postpetition amounts owed for principal, interest, authorized postpetition late charges and escrow, if applicable. Conduit payments that are to be made by the Trustee which become due after the filing of the petition but before the month of the first payment designated here will be added to the prepetition arrearage claim.

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>PRINCIPAL RESIDENCE (Y/N)</u>	<u>PAYMENTS TO BE MADE BY (TRUSTEE OR DEBTOR(S))</u>	<u>MONTH OF FIRST POSTPETITION PAYMENT TO CREDITOR</u>	<u>INITIAL MONTHLY PAYMENT</u>
SN Servicing Corporation	3710 Colbert Street Augusta GA 30906	Y	Debtor	July, 2018	739.69

- (b) **Cure of Arrearage on Long-Term Debt.** Pursuant to 11 U.S.C. § 1322(b)(5), prepetition arrearage claims will be paid in full through disbursements by the Trustee, with interest (if any) at the rate stated below. Prepetition arrearage payments are to be applied to prepetition amounts owed as evidenced by the allowed claim.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>PRINCIPAL RESIDENCE (Y/N)</u>	<u>ESTIMATED AMOUNT OF ARREARAGE</u>	<u>INTEREST RATE ON ARREARAGE (if applicable)</u>
SN Servicing Corporation	3710 Colbert Street Augusta GA 30906	Y	\$6625.00	0%

4. Treatment of Claims. From the payments received, the Trustee shall make disbursements as follows unless designated otherwise:

- (a) **Trustee's Fees.** The Trustee percentage fee as set by the United States Trustee.
- (b) **Attorney's Fees.** Attorney's fees allowed pursuant to 11 U.S.C. § 507(a)(2) of \$4300.00.
- (c) **Priority Claims.** Other 11 U.S.C. § 507 claims, unless provided for otherwise in the plan will be paid in full over the life of the plan as funds become available in the order specified by law.
- (d) **Fully Secured Allowed Claims.** All allowed claims that are fully secured shall be paid through the plan as set forth below.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>ESTIMATED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
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- (e) **Secured Claims Excluded from 11 U.S.C. § 506 (those claims subject to the hanging paragraph of 11 U.S.C. § 1325(a)).** The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor(s), or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below:

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>ESTIMATED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
Nissan Motor Acceptance	Nissan Maxima	\$39,505.00	5.0%	No Less Than \$775.00

- (f) **Valuation of Secured Claims to Which 11 U.S.C. § 506 is Applicable.** The Debtor(s) move(s) to value the claims partially secured by collateral pursuant to 11 U.S.C. § 506 and provide payment in satisfaction of those claims as set forth below. The unsecured portion of any bifurcated claims set forth below will be paid pursuant to paragraph 4(h) below. The

plan shall be served on all affected creditors in compliance with Fed. R. Bankr. P. 3012(b), and the Debtor(s) shall attach a certificate of service.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>VALUATION OF SECURED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
Conn's Credit	Appliance and Furniture	500.00	5.0%	No Less Than \$10.00
United Consumer Financial Services	Vacuum	100.00	5.0%	No less than \$5.00

- (g) **Special Treatment of Unsecured Claims.** The following unsecured allowed claims are classified to be paid at 100% with interest at _____ % per annum or without interest:

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- (h) **General Unsecured Claims.** Allowed general unsecured claims, including the unsecured portion of any bifurcated claims provided for in paragraph 4(f) or paragraph 9 of this plan, will be paid a 0 % dividend or a pro rata share of \$100.00, whichever is greater.

5. Executory Contracts.

- (a) **Maintenance of Current Installment Payments or Rejection of Executory Contract(s) and/or Unexpired Lease(s).**

<u>CREDITOR</u>	<u>DESCRIPTION OF PROPERTY/SERVICES AND CONTRACT</u>	<u>ASSUMED/REJECTED</u>	<u>MONTHLY PAYMENT</u>	<u>DISBURSED BY TRUSTEE OR DEBTOR(S)</u>
ADT	Security Service	Assumed	\$46.00	Debtor
Comcast	Internet Service	Assumed	\$102.35	Debtor
DirecTV	Cable Service	Assumed	Varies	Debtor

- (b) **Treatment of Arrearages.** Prepetition arrearage claims will be paid in full through disbursements by the Trustee.

<u>CREDITOR</u>	<u>ESTIMATED ARREARAGE</u>

6. **Adequate Protection Payments.** The Debtor(s) will make pre-confirmation lease and adequate protection payments pursuant to 11 U.S.C. § 1326(a)(1) on allowed claims of the following creditors: Direct to the Creditor; or To the Trustee.

<u>CREDITOR</u>	<u>ADEQUATE PROTECTION OR LEASE PAYMENT AMOUNT</u>
Nissan Motor Acceptance	\$400.00

7. **Domestic Support Obligations.** The Debtor(s) will pay all postpetition domestic support obligations direct to the holder of such claim identified here. See 11 U.S.C. § 101(14A). The Trustee will provide the statutory notice of 11 U.S.C. § 1302(d) to the following claimant(s):

<u>CLAIMANT</u>	<u>ADDRESS</u>

8. **Lien Avoidance.** Pursuant to 11 U.S.C. § 522(f), the Debtor(s) move(s) to avoid the lien(s) or security interest(s) of the following creditor(s), upon confirmation but subject to 11 U.S.C. § 349, with respect to the property described below. The plan shall be served on all affected creditor(s) in compliance with Fed. R. Bankr. P. 4003(d), and the Debtor(s) shall attach a certificate of service.

<u>CREDITOR</u>	<u>LIEN IDENTIFICATION (if known)</u>	<u>PROPERTY</u>
GASB – Form 113 [Rev. 12/1/17]		

One Main	7206	Household Goods
Southern Finance	1085	Household Goods
World Finance	9601	Household Goods

- 9. Surrender of Collateral.** The following collateral is surrendered to the creditor to satisfy the secured claim to the extent shown below upon confirmation of the plan. The Debtor(s) request(s) that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed deficiency balance resulting from a creditor's disposition of the collateral will be treated as an unsecured claim in paragraph 4(h) of this plan if the creditor amends its previously-filed, timely claim within 180 days from entry of the order confirming this plan or by such additional time as the creditor may be granted upon motion filed within that 180-day period.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>AMOUNT OF CLAIM SATISFIED</u>
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- 10. Retention of Liens.** Holders of allowed secured claims shall retain the liens securing said claims to the full extent provided by 11 U.S.C. § 1325(a)(5).
- 11. Amounts of Claims and Claim Objections.** The amount, and secured or unsecured status, of claims disclosed in this plan are based upon the best estimate and belief of the Debtor(s). An allowed proof of claim will supersede those estimated claims. In accordance with the Bankruptcy Code and Federal Rules of Bankruptcy Procedure, objections to claims may be filed before or after confirmation.
- 12. Payment Increases.** The Debtor(s) will increase payments in the amount necessary to fund allowed claims as this plan proposes, after notice from the Trustee and a hearing if necessary, unless a plan modification is approved.
- 13. Federal Rule of Bankruptcy Procedure 3002.1.** The Trustee shall not pay any fees, expenses, or charges disclosed by a creditor pursuant to Fed. R. Bankr. P. 3002.1(c) unless the Debtor(s)' plan is modified after the filing of the notice to provide for payment of such fees, expenses, or charges.
- 14. Service of Plan.** Pursuant to Fed. R. Bankr. P. 3015(d) and General Order 2017-3, the Debtor(s) shall serve the Chapter 13 plan on the Trustee and all creditors when the plan is filed with the court, and file a certificate of service accordingly. If the Debtor(s) seek(s) to limit the amount of a secured claim based on valuation of collateral (paragraph 4(f) above), seek(s) to avoid a security interest or lien (paragraph 8 above), or seek(s) to initiate a contested matter, the Debtor(s) must serve the plan on the affected creditors pursuant to Fed. R. Bankr. P. 7004. See Fed. R. Bankr. P. 3012(b), 4003(d), and 9014.
- 15. Nonstandard Provisions.** Under Fed. R. Bankr. P. 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise in this local plan form or deviating from it. Nonstandard provisions set out elsewhere in this plan are void.

With the exception of creditor(s) listed in paragraph 2(d), it's successors and/or assigns, upon granting of a discharge in this case, all secured creditors that were paid through the plan shall promptly release all collateral held as security on loans, and shall promptly release and/or satisfy all security deeds, security agreements, UCC filing, judgment liens, titles and/or any other lien claim of any kind against property of the debtor(s). This paragraph shall in no way apply to mortgages and/or other secured debts that are not paid through the Chapter 13 plan. Wells Fargo Dealer Services to be paid direct by non-filing cosigner.

By signing below, I certify the foregoing plan contains no nonstandard provisions other than those set out in paragraph 15.

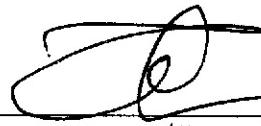
Dated:

6/17/18



[Handwritten signature of Daniel S. Smith]
Debtor 1

Debtor 2



Attorney for the Debtor(s)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION**

IN RE:)
)
DARRELL S SMOTHERS) CHAPTER 13
) CASE NO. 18- 10806
)

CERTIFICATE OF SERVICE OF CHAPTER 13 PLAN

I hereby certify that I have this day served upon the following parties a copy of the foregoing Chapter 13 plan by First Class Mail placing the same in United States Mail with proper postage affixed thereon to the following addresses:

See matrix attached as Exhibit 1.

I hereby certify that I have this day served a copy of the foregoing Chapter 13 plan upon the following corporations addressed to an Agent or Officer by First Class Mail placing the same in United States Mail with proper postage affixed thereon:

Not applicable.

I hereby certify that I have this day served a copy of the foregoing Chapter 13 plan upon the following creditors in the manner proscribed by Rule 7004, as the Chapter 13 plan proposes to modify/alter/avoid their secured status pursuant to paragraph 4(f) or paragraph 8 of the plan:

**OneMain
Attn: Officer/Agent
PO Box 1010
Evansville, IN 47706**

**Conn's
Legal Department
Attn: Officer Agent
3295 College Street
Beaumont, TX 77701**

**Southern Finance
Southern Management Corp.
Attn: Officer/Agent
PO Box 1947
Greenville, SC 29602**

**World Finance Corporation
Attn: Officer/Agent
2640B Metropolitan Pkwy
Atlanta, GA 30315**

**United Consumer Financial Services
Attn: Officer/Agent
865 Bassett Rd
Westlake, OH 44145**

I hereby certify that I have this day served a copy of the foregoing Chapter 13 plan upon an officer of the following insured depository institutions, via Certified Mail:

Not applicable.

I hereby certify that I have this day electronically served the following parties and counsel via CM/ECF:

**Chapter 13 Trustee
Office of the U.S. Trustee**

Dated: June 12, 2018.

Leiden and Leiden
A Professional Corporation
330 Telfair Street
Augusta, GA 30901
706-724-8548
courtinfo@leidenandleiden.com

Kathleen Walden
Kathleen Walden

Label Matrix for local noticing

113J-1

Case 18-10806-SDB

Southern District of Georgia

Augusta

Tue Jun 12 09:23:35 EDT 2018

Darnell A. Smothers

Fort Bragg

NC

Conn's

Legal Department, ATTN: Officer/Agent
3295 College Street
Beaumont TX 77701-4611

Credit One Bank

PO Box 98873
Las Vegas NV 89193-8873

Diversified Consultants, Inc
10550 Deerwood Park Blvd.
Jacksonville FL 32256-2805

(p)CREDITORS BANKRUPTCY SERVICE
PO BOX 800849
DALLAS TX 75380-0849

Nissan Motor Acceptance
PO Box 660360
Dallas TX 75266-0360

OneMain
ATTN: Officer/Agent
P.O. Box 1010
Evansville IN 47706-1010

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

Richard B. Maner, P.C., Attorneys
5775 Glenridge Drive
Bldg. D, Suite 100
Atlanta GA 30328-5390

(p)SN SERVICING CORPORATION
323 FIFTH ST
EUREKA CA 95501-0305

Southern Finance
Southern Management Corp,
PO Box 1947
Greenville SC 29602-1947

Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Synchrony Bank c/o PRA Receivables Management
PO Box 41021
Norfolk, VA 23541-1021

United Consumer Financial Services
ATTN: Officer/Agent
865 Bassett Rd
Westlake OH 44145-1194

Wal Mart
Synchrony Bank
PO Box 530927
Atlanta GA 30353-0927

Wells Fargo Dealer Services
Bankruptcy Dept
PO Box 1697
Winterville NC 28590-1697

World Finance Corporation
ATTN: Officer/Agent
2640B Metropolitan Pkwy
Atlanta GA 30315-7902

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Military Star
Exchange Credit Program
PO Box 650410
Dallas TX 75265-0410

Portfolio Recovery
120 Corporate Blvd
Ste. 1
Norfolk VA 23502

SN Servicing Corporation
323 5th Street
Eureka CA 95501

End of Label Matrix

Mailable recipients 21

Bypassed recipients 0

Total 21